

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE J		PAGE OF PAGES 1   37	
2. AMENDMENT/MODIFICATION NO. 0003		3. EFFECTIVE DATE 17-Jul-2003		4. REQUISITION/PURCHASE REQ. NO. W16ROE-3036-2363		5. PROJECT NO.(If applicable)	
6. ISSUED BY USA ENGINEER DISTRICT, NEW YORK ATTN: CENAN-CT ROOM 1843 26 FEDERAL PLAZA (DACA51) NEW YORK NY 10278-0090		CODE DACA51		7. ADMINISTERED BY (If other than item 6)  <b>See Item 6</b>			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				X		9A. AMENDMENT OF SOLICITATION NO. DACA51-03-R-0004	
				X		9B. DATED (SEE ITEM 11) 10-Jun-2003	
						10A. MOD. OF CONTRACT/ORDER NO.	
						10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended.  Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this amendment is:  1) To change FAR 52.228-1 Bid Guarantee from By Reference to Full Text 2) To revise the description of option CLIN 0007 and a revised bid schedule 3) To incorporate submitted questions and answers by the government 4) To let the offeror know that they must provide 1 original Subcontracting Plan and 1 copy of it (in Volume III) 5) To incorporate changes to the specifications. 6) To incorporate attendance sheets of the attendees and pre-bid slides given out at the pre-proposal  The proposal due date remains unchanged, 25 July 2003, 2:00pm EST.  Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				TEL: _____ EMAIL: _____			
15B. CONTRACTOR/OFFEROR  _____ (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA  BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED  17-Jul-2003	

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

## SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

**AMENDMENT 3**

NOTE: Bidders must acknowledge receipt of this amendment by the date specified in the solicitation (or as amended) by one of the following methods: In the space provided on the SF 1442, by separate letter, or by telegram, or by signing the block 15 below. FAILURE TO ACKNOWLEDGE AMENDMENTS BY THE DATE AND TIME SPECIFIED MAY RESULT IN REJECTION OF YOUR BID IN ACCORDANCE WITH THE LATE BID, LATE MODIFICATIONS OF BIDS OR LATE WITHDRAWAL OF BIDS (FAR 14.304)

**Answers to questions submitted on 7/2/03**

1. On print A3 the details show precast sills under the windows. Print A2 details show the sill made of brick. Please clarify. What is required under the window sills? Are brick sills or precast sills required at the 1st floor windows?

ANSWER: The existing buildings have brick sills and the new buildings shall match existing, therefore the sills shall be brick. Drawing A3 wall sections will have to be amended to change the "precast sill" label to read "brick sill".

2. Are thickened slabs required for non-bearing masonry walls?

ANSWER: This is a design/build RFP and every detail of information can't be provided. The 5" slab may or may not support the non-bearing walls. Some companies will provide thickened slabs under non-bearing walls as common practice and some may not. The designer of record for the successful bidder will have to do load calculations. This will dictate the requirement.

3. Walls in the living/sleeping modules along the closet wall is shown as 4" CMU. Will wall and switch electrical outlets fit into a 4" CMU wall? Should these walls be 6" CMU? This also exists in the service area.

ANSWER: Electrical devices will fit into the 4" masonry. Area calculations would be affected by switching to 6".

4. Are we required to allow a cost for Jefferson County taxes (7.5%) on materials in the bid?

ANSWER: There is no tax exemption authorized by the FAR. Please reference FAR 29.303

**Drawing A-3 Typical Wall Section at Knuckle** Delete "PRECAST SILL" at the first floor window and add "BRICK SILL".

**Drawing A-3 Typical Wall Section** Delete "PRECAST SILL" at the first and second floor windows and add "BRICK SILL".

**Drawing A-3 Section Detail at Window Sill** Delete "PRECAST SILL" and add "BRICK SILL".

**Section 00110 6.1 Factor 5 – Variant Changes To Technical Requirements** - Delete reference to "changes (betterments)" in all locations and add "changes and/or betterments".

**Section 01010 Paragraph 7.2.2.3** – Add "Building water fire service shall be equipped with a post indicator valve (PIV). "

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**DIVARTY Barracks, FT Drum, New York**  
**PRE-PREPOSAL BRIEFING**  
**25 June 2003**

③

Name	Agency	Telephone #
JEAN DERWIN	Benier Cam & Assoc	782-8130
DAVID RICHTER	STRUCTURAL ASSOCIATES	797-8878
DAVID DUNAWAY	STRUCTURAL ASSOCIATES	797-8878
Tom POTTER	JTL ELECTRIC	262-2631
MARK REBICH	BDA	253-7301
Dale Kraybill	Purcell Const.	778-7682
ED Sim	VSACE	772-4106
PHIL FAURET	USACE	772-6745
Kelly Eastman	USACE	(212) 264-0238
JEFF KHOO	BLACKSMITH MG	(937) 313-4723
DAVID LAGE	HUTTER CONSTRUCTION	(603) 878-2300
Nick Cava/Mc	Dewberry	212-695-0900

9

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# **PRE-PROPOSAL CONFERENCE**

**DACA51 -03-R -0004**

**DIVARTY Barracks**

**FT DRUM, NEW YORK**

**25 June 03**





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## AGENDA

<b>1300</b>	<b>Introductions (Please Sign-In)</b>
<b>1305</b>	<b>Explanation of USACE Design/Build Process</b>
<b>1315</b>	<b>Description of the Project</b>
<b>1330</b>	<b>Submission Requirements/Rating Definitions</b>
<b>1345</b>	<b>Submittal of Questions</b>
<b>1400</b>	<b>Site Visit</b>
<b>1600</b>	<b>Answer Period</b>
<b>1630</b>	<b>Conclusion</b>



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## **RFP Overview**

### **DACA51-03-R-0004 consists of:**

- Sections 00100, 00110, 00120, 00600, 00700, 00800 and 00900
- Performance & Prescriptive Specifications and Attachments
- Reference Drawings

### **Government will evaluate proposals**

(RFP Compliance, Price Proposal, and Technical Proposal)

### **Timely Submission of Proposal is Mandatory**

### **Hub-Zone Preference (10% Price Preference)**

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## *Amendments*

### Amendment #1 (AM 1):

- Provided time and location of Preproposal Conference
- Section 00900 Wage Rates – Added New Rates



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## *Key Dates*

- **Proposal Due Date: 25 Jul 03**
- **Award: NLT 30 Sep 03**
- **Completion: 610 days after receipt of NTP**



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## **Lowest Price Technically Acceptable (LPTA)**

- Process used when best value is expected to result from the selection of the technically accepted proposal with the lowest price.
- Evaluation factors are listed in the solicitation.
- Trade-Offs are not permitted.
- Contract is awarded to the lowest price which is technically acceptable.



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## **Design Build**

### **CONTRACTOR MAY BE:**

- Construction contractor with subcontracted AE services
- Joint venture of AE firm and construction contractor
- AE firm with subcontracted construction contractor
- Design build firm with full AE and construction capabilities
- Other combinations providing all services.

## **Responsibilities**

- Design-build contractor responsible for designing to budget, or is faced with paying the difference from own pocket.
- Government has minimal role in design of project.



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## *Competitive Range*

- Consists of the most highly rated proposals.

### *Discussions*

- Government reserves the right to award the contract without discussions.
- If held, they will be conducted with each offeror within the competitive range.
- If Discussions are held, they will discuss deficiencies that can be corrected in order to be in compliance with the RFP





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## *Proposal Revisions*

- At conclusion of Discussions, if held, all offerors still within the competitive range have the opportunity to submit a final revised proposal.
- If Discussions are held, final proposal revisions must be in writing and received by the specified date.



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## *Contract*

- Contract will be firm fixed price
- Contract consists of:
  - RFP Requirements
  - Contractor's Proposal
- Order-of-Precedence:
  1. "Betterments" in Contractor's Proposal  
(will not pay for betterments)
  2. RFP Provisions
  3. Contractor's Proposal
  4. Design Products



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## ***Project Overview***

- **Project includes all work required to design and construct the DIVARTY Barracks.**
- **One contract will be awarded.**
- **Price includes design and construction (target ceiling \$7.07M).**
- **Contractor is responsible for the total project, including warranty of the design and the facility.**
- **The only submittals requiring government “approval” are as stated in the RFP. All other submittals are made for government review for conformance.**



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## *Function*

- **To provide a new 100 person unaccompanied enlisted personnel housing (UEPH) barracks to meet the new Department of Defense 1+1 barracks standard.**



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## **Project Description**

- 100 man barracks building
- 2 person modules including
  - ✓ 2 living sleeping rooms with closets
  - ✓ Serving area
  - ✓ Bathroom
- Soldier community building includes:
  - ✓ Mud room
  - ✓ Vending area
  - ✓ CQ desk areas
  - ✓ Mail distribution area
  - ✓ Mechanical, electrical and communications rooms
  - ✓ Janitors closets
  - ✓ Public toilets
  - ✓ Multipurpose rooms
  - ✓ Laundry rooms



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## *Project Description*

Additional supporting facilities include utilities, electric service, security lighting, sanitary sewers, storm drainage, information systems, energy monitoring and control system (EMCS), fire detection and alarm system. Heating will be provided from natural gas-fired boilers serving baseboard fin radiation units. Air conditioning will be provided from individual fan coil units with chilled water cooling coil coupled with a chiller unit located outside the building.



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## **Submission Requirement** **(Section: 00110)**

- **100 pages or less, due 25 July 03 at 1400 hrs**
- **Volume I (Technical Proposal)**
  - **1. Past Relevant Experience of Offeror's Team**
  - **2. Past Performance of Offeror's Team**
  - **3. Qualifications of Offeror's Team**
  - **4. Variant changes to technical requirements  
(Section 01010 & Drawings)**
- **Volume II (Price Proposal), Separate Packet**
- **Volume III (Subcontracting Plan), Separate Packet**
  - **5. Subcontracting Plan**



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## Team

- **Key Design and Construction Team Members:** Overall Design and Construction Project Manager, Quality Control Systems Manager, Design Team Members (all engineering disciplines), Independent Technical Review Team, Design/Construction Liaison, Design Quality Control Manager, Construction Quality Manager, Site Superintendent, Safety Manager, Main Sub-Contractors' and Prime Contractors' Sub-Contractor Manager
- **Substitution of proposed "Key Personnel":**
  - **Sec 00110, section 3.0**
    - » i. Only PCO/SSA can authorize change from RFP
    - » ii. Only allowed under limited conditions
    - » iii. The replacement will meet, or exceed, the qualifications of the named individual in the RFP
  - **A substitution of team members from Proposal to Execution phase is not allowed**

17

*DIVARTY Barracks*





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## ***Rating Definitions*** ***(Technical Proposals)***

- **Satisfactory (Green):** Performance meets contractual requirements.
- **Marginal (Yellow):** Performance marginally meets contractual requirements.
- **Unsatisfactory (Red):** Performance does not meet most contractual requirements and recovery is not likely in a timely manner.



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## **Rating Definitions** **(Past Performance)**

- **Exceptional (Blue):** Meets all requirements and offers other significant innovation(s) or other significant advantages above the Government's minimum RFP requirements.
- **Very Good (Purple):** Meets all requirements and offers some advantages to the Government.
- **Satisfactory (Green):** Meets all requirements.
- **Marginal (Yellow):** Performance marginally meets contractual requirements.
- **Unsatisfactory (Red):** Fails to meet minimum requirements.



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## **Rating Definitions**

**No award will be made to an Offeror receiving:**

- a. an unacceptable (red) rating in any evaluation factor.
- b. more than three marginal (yellow) ratings in any factors, or sub-factors.



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## *Submitting Questions*

- Please provide questions in a written format.
- Answer(s)/Comment(s) to all questions will be provided in the conference minutes, which will be sent to all “parties” who have requested a “bid packet”
- Following site visit, initial response(s) to your questions will be provided, if possible



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## Questions

- Questions and Answers Are for Information Only



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## **Additional Information**

Additional questions should be submitted  
to Mr. Shaukat Syed  
Phone number 212-264-6707  
Fax number 212-264-3013

**Deadline for questions is**  
**27 June 03.**



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## DID YOU SIGN-IN ?!

SECTION 00010 - SOLICITATION CONTRACT FORM

CLIN 0007

The CLIN extended description has changed FROM:This includes Provide and install a 2-burner electric cook top as described in Section 01010 paragraph 5.10.7 and a 2 speed range hood fan with a fire suppression system. Range hood exhaust system shall be on/off control and ducted to the third floor in knuckle and exhausted to the outside. The system shall meet all code requirements and shall be complete and usable

TO: PROVIDE AND INSTALL A COMPLETE COOKTOP AND RANGE HOOD EXHAUST SYSTEM IN ITS ENTIRETY. THE COOKTOP SHALL BE EQUAL TO THE COOKTOP DESCRIBED IN SECTION 01010 PARAGRAPH 5.10.6C. THE RESIDENTIAL RANGE HOOD SHALL BE EQUAL TO THE HOOD DESCRIBED IN SECTION 01010 PARAGRAPH 5.10.6C EXCEPT IT SHALL BE DUCTED TO THE OUTSIDE. A FIRE DAMPER SHALL BE INSTALLED AT EACH HOOD. DUCTWORK SHALL BE CONSTRUCTED OF GALVANIZED METAL AND CONFORM TO ALL SMACNA REQUIREMENTS AND SHALL BE INSULATED. EXHAUST DUCT RISERS SHALL BE ROUTED TO THE VERTICAL DUCT CHASES. EXHAUST RISERS SHALL CONNECT INTO HORIZONTAL EXHAUST DUCT MAINS LOCATED ON EACH SIDE OF EACH WING. THE EXHAUST DUCT MAINS SHALL BE ROUTED VIA THE WARM DUCT SPACES TO A GENERAL EXHAUST FANS LOCATED IN THE THIRD FLOOR MECHANICAL ROOM. DUCT FROM THE EXHAUST FANS THROUGH A LOUVER TO THE OUTSIDE. THE GENERAL EXHAUST FANS IN THE MECHANICAL ROOM SHALL HAVE VARIABLE FREQUENCY DRIVES AND SHALL VARY THE SPEED AS THE RANGE HOODS ARE TURNED ON AND OFF.

Revised Bid Schedule

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Dollars, U.S.		
	DESIGN SERVICES				
	ALL WORK TO DESIGN THE DIVARTY BARRACK BUILDING				

NET AMT

FOB: Destination



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		1	Dollars, U.S.		
	COMPLETE PROJECT CONSTRUCTION COSTS				
	ALL WORK TO CONSTRUCT THE DIVARTY BARRACK BUILDING				

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		1	Dollars, U.S.	80,000	80,000

PROJECT PUNCH LIST

This line applies to all punch list items including those items identified at the prefinal and final inspections and is above the normal retainage for this item. Offerors shall include this amount in the bid price. This amount shall not be changed. \*1

\*1 This amount shall be retained by the Government in the event contractor fails to complete punch list items. This amount is separate from liquidated damages to be applied in the event contractor fails to complete the work within the time specified in the contract including any extensions. See SEC 00800 for additional information.

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NET AMT

80,000

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004		1	Dollars, U.S.	20,000	20,000

AS-BUILT DRAWINGS PER THE 0800 SECTION

FOR DIVARTY BARRACK BUILDING (NO PARTIAL PAYMENTS WILL BE PROVIDED UNTIL FINAL ACCEPTANCE OF THIS ITEM).

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NET AMT	20,000
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FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005		1	Dollars, U.S.		

OPTION      Air conditioning system

This includes: Chiller, All Chilled Water Piping, Condensate Drain Piping, Fan Coiling Unit (Electrical service for fan coil unit shall remain)

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NET AMT	
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FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006		1	Dollars, U.S.		

OPTION      Vented boards at roof eaves

Please reference Drawing A3, Wall Sections and Details, under typical roof edge option bid

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NET AMT	
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	Cook top and range hood system	1	Dollars, U.S.		
OPTION	PROVIDE AND INSTALL A COMPLETE COOKTOP AND RANGE HOOD EXHAUST SYSTEM IN ITS ENTIRETY. THE COOKTOP SHALL BE EQUAL TO THE COOKTOP DESCRIBED IN SECTION 01010 PARAGRAPH 5.10.6C. THE RESIDENTIAL RANGE HOOD SHALL BE EQUAL TO THE HOOD DESCRIBED IN SECTION 01010 PARAGRAPH 5.10.6C EXCEPT IT SHALL BE DUCTED TO THE OUTSIDE. A FIRE DAMPER SHALL BE INSTALLED AT EACH HOOD. DUCTWORK SHALL BE CONSTRUCTED OF GALVANIZED METAL AND CONFORM TO ALL SMACNA REQUIREMENTS AND SHALL BE INSULATED. EXHAUST DUCT RISERS SHALL BE ROUTED TO THE VERTICAL DUCT CHASES. EXHAUST RISERS SHALL CONNECT INTO HORIZONTAL EXHAUST DUCT MAINS LOCATED ON EACH SIDE OF EACH WING. THE EXHAUST DUCT MAINS SHALL BE ROUTED VIA THE WARM DUCT SPACES TO A GENERAL EXHAUST FANS LOCATED IN THE THIRD FLOOR MECHANICAL ROOM. DUCT FROM THE EXHAUST FANS THROUGH A LOUVER TO THE OUTSIDE. THE GENERAL EXHAUST FANS IN THE MECHANICAL ROOM SHALL HAVE VARIABLE FREQUENCY DRIVES AND SHALL VARY THE SPEED AS THE RANGE HOODS ARE TURNED ON AND OFF.				

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NET AMT

**TOTAL BASE BID FOR LINE ITEMS 0001- 0004**

**\$**\_\_\_\_\_

**TOTAL BASE BID PLUS OPTIONS (LINE ITEMS 0001- 0007)**

**\$**\_\_\_\_\_

## SECTION 00700 - CONTRACT CLAUSES

The following have been added by full text:

## 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (JAN 1991)

(a) "Contract date," as used in this clause, means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

"All applicable Federal, State, and local taxes and duties," as used in this clause, means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract.

"After-imposed Federal tax," as used in this clause, means any new or increased Federal excise tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date. It does not include social security tax or other employment taxes.

"After-relieved Federal tax," as used in this clause, means any amount of Federal excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

(b) The contract price includes all applicable Federal, State, and local taxes and duties.

(c) The contract price shall be increased by the amount of any after-imposed Federal tax, provided the Contractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price, as a contingency reserve or otherwise.

(d) The contract price shall be decreased by the amount of any after-relieved Federal tax.

(e) The contract price shall be decreased by the amount of any Federal excise tax or duty, except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.

(f) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

(g) The Contractor shall promptly notify the Contracting Officer of all matters relating to any Federal excise tax or duty that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs.

(h) The Government shall, without liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax when the Contractor requests such evidence and a reasonable basis exists to sustain the exemption.

(End of clause)

The following were previously included by reference and are now included by full text:

## 52.228-1 BID GUARANTEE (SEP 1996)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.-

(c) The amount of the bid guarantee shall be 20 percent of the bid price or \$3,000,000.00, whichever is less.-

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.-

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

(End of clause)

(End of Summary of Changes)